

MIDDLESEX COUNTY CLERK

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KIN-BUC, INC.

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No. Pages 0046

Instrument DEED W/O ABSTRA

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RECORDING	\$	245.00
DARM	\$	135.00
NJPRPA	\$	90.00
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Total:	\$	470.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

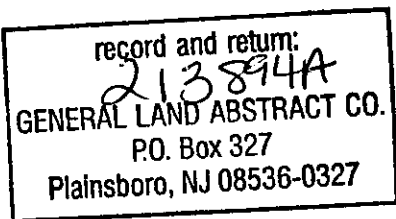
ELAINE FLYNN
COUNTY CLERK



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BOOK # _____
PAGE # _____
OF PAGES _____

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made this 30 day of December, 2004, by and between KIN-BUC, INC. having an address at c/o Transtech Industries, Inc., 200 Centennial Avenue, Piscataway, NJ 08854 (hereinafter referred to, together with its assignees, as "Grantor") and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, held in trust for the benefit of its assignee and for the purposes set forth herein (hereinafter referred to, together with its assignees, as "Grantee").

RECITALS

WHEREAS:

- A. Grantor is an owner in fee of certain lands (the "Property") designated on the Township of Edison Tax Map as Block 400, Lots 3-C in the Township of Edison, County of Middlesex, State of New Jersey.
- B. Grantee intends to accept this Easement as "grantee" in trust for a temporary period until such time as Grantee assigns this Easement to an organization, approved by the EPA, with the primary purposes of promoting and securing the protection, preservation and enhancement of ecologically significant lands, open spaces, natural resources, farmlands and areas of scenic and historical importance, and which organization has the resources to enforce the restrictions herein set forth.
- C. The Property is predominantly used for open space. The physical features, vegetation, and other characteristics of the Property have been or will be catalogued in the Baseline Documentation (defined in Paragraph 9, below) compiled in connection with the transfer of this Easement.
- D. The Property possesses significant natural, scenic, aesthetic, open-space, plant and wildlife habitat, watershed, wetland, forest, resource conservation and similar features and conservation values that are of great importance to Grantor, Grantee, and the people of the State of New Jersey and the United States, the preservation and protection of which will yield a significant public benefit.
- E. The Legislature of the State of New Jersey has declared that the retention of land for open space purposes is important to the present and future economy of the State and the welfare of the citizens of the State.
- F. Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.
- 215.

G. Grantor desires to reserve the right to conduct those activities expressly reserved to Grantor in this Easement.

H. For all of the purposes and subject to all the terms and conditions herein set forth, Grantor desires to give and grant to Grantee in trust and Grantee desires to accept as trustee for the benefit of its assignee the conservation easement hereinafter described.

GRANT OF PERPETUAL EASEMENT

NOW, THEREFORE, in consideration of the foregoing, the sum of _____ (\$ _____) Dollars, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the state of New Jersey, including the New Jersey Conservation Restriction and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1, et seq., Grantor does hereby grant, bargain, transfer and convey unto Grantee, as trustee for the benefit of its assignee, an easement and interest in perpetuity (the "Easement") on, over and upon the Property, said Property being in the Township of Edison, County of Middlesex, State of New Jersey, of the nature and character, to the extent, and on the terms hereinafter set forth, with which the Grantor and Grantee in their respective capacities for themselves and their respective heirs, administrators, executors, successors and assigns, agree to comply and Grantee by its acceptance of this grant of Easement undertakes to enforce until such time as Grantee assigns this Easement.

1. DECLARATION OF COVENANTS, RESTRICTIONS AND OTHER TERMS

1.1. **Definitions.** The following terms shall have the following meanings when used herein, unless the context clearly requires otherwise. Terms defined in the singular shall have a correlative meaning when used in the plural and vice versa, and other inflected forms of such defined terms shall likewise have correlative meanings. Unless otherwise expressly provided for herein, capitalized terms used in this Easement shall have the same meaning assigned to them in the CLF Contract and the Federal Consent Decree.

The term "building" means any structure or portion thereof or addition thereto having a roof supported by such things as columns, posts, piers, walls or air and intended for the shelter, business, housing or enclosing of persons, animals or property, but excluding temporary structures (such as tents and portable sanitary facilities) installed for and during special occasions or events and removed immediately thereafter.

The term "CLF Contract" means that certain contract by and between Transtech Industries, Inc., Filcrest Realty, Inc., Kin-Buc, Inc., Inmar Associates, Inc. and the Clean Land Fund which is dated December 30, 2004, and a copy of which is attached as Appendix "F" to the Federal Consent Decree.

The term "Conservation Values" means all those natural, scenic, aesthetic, open space, ecological, plant and wildlife habitat, soil and water resource quality, watershed, floodplain, wetland, and similar features and values that characterize or are associated with the Property. Specific conservation values of the Property are documented in the Baseline Documentation to be kept on file at the offices of the Grantee, and which is incorporated herein by reference.

The term "construct" means to construct, build, install, place, erect, alter, enlarge, manufacture, assemble, or fabricate by any means or method.

The term "Easement" means this Conservation Easement.

The term "Environmental Law" means any federal, state and local law, statute, rule, order, regulation, ordinance, code, requirement or ruling now or hereafter in effect, imposed by any governmental authority regulating, relating to, or imposing liability or standards of conduct relating to pollution or protection of the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), public health and safety or employee health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

The term "Existing Facilities" means structures that are located on, above or under the Property as of the date of this Easement.

The term "Federal Consent Decree" means that certain consent decree entered into by the plaintiff United States and the defendants in the action styled "United States and New Jersey Department of Environmental Protection v. Chemical Waste Management, Inc. et al., C.A. No. 02-2077 (USDC, DNJ)."

The term "Hazardous Material" means each and every material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic substance, hazardous waste, Hazardous Material, hazardous substance or contaminant under any Environmental Law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any Environmental Law.

The term "maintain" means to keep in good condition, appearance and repair, and to renovate without any increase in exterior dimensions.

The term "NJDEP" means the New Jersey Department of Environmental Protection. The term "NRD Lots" means those certain lots numbered 3-C, 37, 43, 44, 45, 46, 47, 56, 60, and 61 in Block 400, Township of Edison, Middlesex County, New Jersey, which are some of the lots on which the WMI Group will perform the NRD Project.

The term "NRD Project" means those certain activities that the WMI Group is required to perform under the State Consent Decree.

The term "Passive Recreational Uses" shall mean low-impact outdoor recreational pursuits that do not involve the use, placement, construction or installation of any structure or items of fixed or semi-fixed equipment, or result in any alteration of the land, other than those trail related structures and surface alterations expressly permitted in Para. 6.2 below. By way of example, and without limiting the generality of the foregoing, Passive Recreational Uses shall not include such things as playing fields, playgrounds, racquet courts, golf courses, skating rinks, tracks, sports stadiums, downhill ski runs and lifts, water parks, shooting ranges, and similar installations.

The term "State Consent Decree" means that certain consent decree entered into by the plaintiff New Jersey Department of Environmental Protection and the defendants in the action styled "United States and New Jersey Department of Environmental Protection et al. v. Chemical Waste Management, Inc., et al., C.A.No. 02-4610(USDC, DNJ).

The term "structure" means any combination of materials to form a construction or fabrication for temporary or permanent occupancy, use or ornamentation, whether constructed on, above or below the surface of the land comprising the Property, including, but not limited to: (i) houses, cabins, mobile homes, trailers, barns, stables, sheds, silos, greenhouses, outhouses, cabanas, and other buildings and similar items of every kind and description, (ii) swimming pools, fences, docks, bridges, decks, satellite dishes and antennae, cellular telephone and other towers, billboards, signs, storage tanks and other accessory structures and fixed items of equipment; (iii) water, sewer, power, fuel and communication lines, other utility systems and related facilities; (iv) culverts, detention basins, and other stormwater or groundwater storage and control facilities; and (v) pads, patios, playing courts, riding rings, paddocks, corrals, pens, walkways, roads, driveways, parking areas and other areas constructed of or surfaced with wood, concrete, macadam, brick, paving stones, cinder block, gravel, clay, stone dust or other impervious or semi-pervious material.

The term "UAO Lots" means those certain lots numbered 3-C, 49, 59 and 70 in Block 400, Township of Edison, Middlesex County, New Jersey, among others, on which certain work is required under the UAOs.

The term "UAOs" means those certain EPA, Region 2, unilateral administrative orders, numbered II-CERCLA-30102, II-CERCLA-60105, II-CERCLA-00114 and II-CERCLA- 93-0101, issued to Grantor and certain members of the WMI Group, among others, and requiring the performance of certain activities on Lots 3-C, 49, 59 and 70 on the Property, among other lots.

The term "EPA" means the United States Environmental Protection Agency.

The term "United States" means the United States of America, including its departments, agencies and instrumentalities.

The term "WMI Group" means Waste Management, Inc. Waste Management Holdings, Inc., Chemical Waste Management, Inc., SCA Services, Inc. n/k/a/ SC Holdings, Inc., SCA Services of Passaic, Inc., Earthline Company, Wastequid, Inc., and Anthony Gaess.

The terms "wetlands" and "wetland areas" mean wetlands as defined by the January 1989 edition of the Federal Manual For Identifying and Delineating Jurisdictional Wetlands, or such other criteria for identifying and delineating wetland areas as may from time to time be promulgated by an appropriate state or federal governmental agency, provided that such other criteria have been adopted by Grantee for purposes of this Easement by resolution of its governing board.

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2. TERM, FUTURE INSTRUMENTS, NOTICE OF TRANSFER, RELATIONSHIP TO PRIOR EASEMENTS AND CONSENT DECREES.

2.1 Perpetual Term. This Easement shall be perpetual and run with the land and shall be binding upon all future owners of any interest in the Property, thus creating open space, easements and restrictions in perpetuity.

2.2 Reference to Easement in Future Instruments & Notice of Transfer. This Easement shall be recorded in the Office of the Clerk of Middlesex County and a reference to the Easement shall be contained in any future deed, lease or document of transfer or conveyance affecting the Property. Grantor shall give written notice to the Grantee and the WMI Group of any such transfer or conveyance of any interest in the Property within ten (10) days following the date of such transfer or conveyance, which shall include the name and address of the Grantee of such interest. Grantor shall provide a copy of this Easement to all subsequent grantees of the fee simple interest in any part or all of the Property. The failure of the Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

3.1 Purposes. The purposes of this Easement include, but are not limited to, the following: (a) that the lands subject to this Easement be protected in their natural, scenic, open and existing state in perpetuity, subject only to the specific rights expressly reserved to the Grantor herein, (b) that the natural features of the Property and the Conservation Values associated with the Property be respected and preserved to the maximum extent consistent with Grantor's exercise of the rights expressly reserved to Grantor by the terms of this Easement; that the Natural Area be forever protected and preserved in its natural, scenic and existing state free from all activities that might damage, compromise or interfere with its ecological diversity, natural beauty or resource quality, or with the natural processes occurring therein; and that future uses of the Property be confined to such activities as are not inconsistent with the said purposes or with the terms and conditions of this Easement.

3.2 (A) Grantor and Grantee agree and acknowledge that the USEPA issued the UAOs, annexed hereto as Exhibit A and made a part hereof, to Grantor and certain members of the WMI Group, among other parties, which require the recipients of those UAOs to perform certain remedial activities on several lots in the Property, including the UAO Lots. This Conservation Easement is also subject to the UAOs and will be construed and implemented so as to allow the Grantor and those certain members of the WMI Group to complete the activities required of them by the UAOs. Grantor and Grantee also agree and acknowledge that the Grantor and the WMI Group, among other parties, have entered into the State Consent Decree, annexed hereto as Exhibit B and made a part hereof, which requires the WMI Group to perform certain restoration activities on several lots including, but not limited to, the NRD Lots. This Conservation Easement is also subject to the State Consent Decree and will be construed and implemented so as to allow the WMI Group to complete the activities required of them by the State Consent Decree. Grantor and Grantee also agree and acknowledge that the Grantor and the WMI Group, among other parties, have entered into the Federal Consent Decree, annexed hereto as Exhibit C and made a part hereof, which requires the Grantor and the WMI Group to perform certain activities on the Property. This Conservation Easement is also subject to the Federal Consent Decree and will be construed and implemented so as to allow Grantor and the WMI Group to complete activities required of it under the Federal Consent Decree.

(b) In the event of a conflict between this Easement and the Federal Consent Decree, the Federal Consent Decree shall control. In the event of a conflict between this Easement and the State Consent Decree, the State Consent Decree shall control. In the event of a conflict between this Easement and the UAOs, the UAOs shall control.

4. Rights of Grantee. To accomplish the purposes of this Easement, the following rights are hereby conferred upon Grantee and its employees, agents and representatives in trust for the benefit of its assignee:

(a) to have access to and enter upon the Property for the purpose of inspecting the Property, including, if necessary, the right to enter upon and cross over other lands owned by Grantor, or over which Grantor has a right of ingress and egress, to:

(i) monitor compliance with and otherwise enforce the terms of this Easement;

(ii) conduct scientific research and biological inventories;;

(c) preserve and protect the Conservation Values and the natural features of the Property (subject to Grantor's reserved rights hereunder), and in connection therewith, to determine the consistency of any activity or use for which no express provision is made herein with the purposes of this Easement and the Conservation Values;

provided, however, that, except in cases in which Grantee determines that immediate entry is required to prevent, terminate or mitigate any violation of this Easement, such entry shall be upon prior reasonable notice to Grantor and, with respect to the NRD Lots and the UAO Lots, to the WMI Group; and further provided, however, that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(b) to prevent Grantor or any third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the purposes, terms and conditions of this Easement; to enforce this Easement in the case of any breach or violation by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by means of any remedy provided for herein or otherwise available at law or in equity; to require of Grantor or third persons the restoration of such areas or features of the Property as may be damaged by any inconsistent activity or use, and, if Grantor shall fail to do so and if Grantee shall so elect, to carry out reasonable and appropriate restoration activities on the Property following a violation of this Easement, and

(c) subject to the prior approval of Grantor, as to their size, design and location, which approval shall not be unreasonably withheld, to erect signs identifying Grantee as the holder of this Easement.

5. Prohibited Uses and Activities. Activities on and uses of the Property that are inconsistent with the purposes of this Easement are prohibited. Without limiting the generality of the foregoing, from and after the date of this Easement the following activities and uses are expressly forbidden on, over, or under the Property, except as provided in Paragraph 6 and except

as necessary to implement the Federal Consent Decree, and the State Consent Decree, and to comply with the UAOs:

- (a) construction, building, installation, placement, erection, assembly, manufacture, fabrication, alteration, enlargement, maintenance, repair, renovation or replacement of any structure or structures (as defined herein) on, above or beneath the surface of the Property, unless expressly authorized by this Easement;
- (b) commercial or industrial uses of the Property;
- (c) processing, storage, disposal, spreading, placing or dumping of refuse, rubbish, debris, garbage, ashes, sawdust, bark, trash, dredge spoil, chemicals, Hazardous Materials, animal waste, fertilizers, abandoned vehicles, appliances, or machinery, or of any other substance or material that has the potential to cause significant harm or damage to plants, wildlife, the scenic quality of the Property or other Conservation Values;
- (d) excavation or removal of materials, including, but not limited to, dredging, mining, slant mining, drilling, quarrying or other extraction of loam, peat, turf, soil, gravel, sand, coal, rock, minerals, petroleum, or natural gas, or other natural resource from the Property;
- (e) disturbance or alteration of the surface topography or natural features of the Property, except if: (i) the disturbance or surface alteration is reasonably necessary in order to carry out an activity that is expressly permitted by this Easement, (ii) the circumstances are such that no feasible alternatives are available that would avoid the need for such disturbance or alteration, and (iii) appropriate measures are taken to minimize and mitigate any adverse impacts on the Property or the Conservation Values;
- (f) draining, dredging, filling, diking, or other disturbance of Wetland Areas;
- (g) alteration, or manipulation of the course, flow, size other characteristics of any streams, rivers, lakes or other water bodies (other than artificially-created farm ponds) located on the Property;
- (h) cutting, destruction or removal of trees, limbs, shrubs, native plants, leaf litter, detritus, or other plant material, vegetation or naturally occurring substance (collectively, "vegetation"), whether alive, standing-dead, or fallen, and regardless of its characteristics, except:
 - (i) control of non-native vegetation through responsible application of herbicides and/or biological control measures; and (ii) trimming or removal of dead, fallen, diseased or infected trees, tree limbs and other vegetation that pose a health or safety hazard or that obstruct passage on paths, trails, roads or drives lawfully existing on the Property;
- (i) planting, cultivation or propagation of any invasive or non-native species;
- (j) use of chemical or biological pesticides, herbicides, fungicides, rodenticides, or other biocides on the Property except in a responsible manner to control one or more species generally acknowledged to be a pest or invasive species, and provided that: (i) all applicable Environmental Laws, governmental policies and recommendations concerning the proper use and

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application of the substance in question are complied with, and (ii) the substance in question does not pose any significant risk of harm to any threatened or endangered species or rare community types as identified by the New Jersey Natural Heritage Database or similar compendium;

(k) use of trucks, all-terrain vehicles, trail bikes and other motorized off-road vehicles except: (i) vehicles, machinery and equipment used for maintenance and cultivation of lawns and gardens in the open areas; and (ii) use of vehicles for emergency purposes and to carry out required management actions on the Property;

(l) except as expressly permitted herein, the conduct of any other activities on or uses of the Property that are likely to have a significant and demonstrable adverse impact on drainage, flood control, water conservation, soil conservation and erosion control, plant and wildlife habitat or any of the Conservation Values;

(m) partition, division or subdivision, legal or de facto, of the Property, or any portion thereof, into more than one ownership, including along any existing interior lot lines; provided, however, that Grantee may, in Grantee's reasonable discretion, grant approval for a subdivision or boundary line adjustment as long as the same would not compromise any of the conservation purposes of this Easement or result in increased development on the Property or on any adjoining lands, and that the deed transferring any subdivided parcel conspicuously discloses the existence of this Easement; and

(n) Notwithstanding anything set forth in this Paragraph 5, no Passive Recreational Uses or other active or passive uses of any kind or nature whatsoever are to be permitted, or are to occur, on Lot 3-C, Block 400, during the period in which the UAOs are in effect, without the express prior written approval of USEPA and NJDEP, notice of which approval shall be provided to the WMI Group.

6.1 Acts and Uses Not Otherwise Prohibited. Grantor reserves all rights inherent in the ownership of the Property that are not prohibited by, or inconsistent with, the terms and purposes of, this Easement.

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6.2 Passive Recreational Use.

Except as prohibited herein, Grantor may use and allow the Property to be used for Passive Recreational Uses (as defined in Para. 1.1), such as: nature study and observation, hiking, picnicking, sledding, cross-country skiing, and bicycling. Recreational activities other than Passive Recreational Uses shall not be permitted. The scope and frequency of, number of participants in, and manner of carrying out such Passive Recreational Uses shall be limited as necessary to ensure that they do not result in significant and demonstrable damage to, or degradation of, the Property or the Conservation Values. In connection with, and to enhance and support, the foregoing permitted Passive Recreational Uses, Grantor may maintain existing trails and, with prior notice to and approval of Grantee, which approval shall not be unreasonably withheld, clear and maintain additional trails, provided that no trail shall be improved with macadam, gravel, paving stones or other impervious or semi-pervious material. Grantor may also (i) construct and maintain minor rustic boundary markers, trail markers, trail-related improvements, reasonably necessary to their safe enjoyment, or the control of runoff and trail-related damage such as steps, bog bridges, erosion bars and railings, small unlighted informational and interpretive signs, registration boxes, and wildlife observation blinds, provided that they shall be constructed of rustic natural colored materials that blend in with the natural surroundings and complement the natural and scenic features of the landscape; and (ii) install barriers and low fences where necessary to prevent use or access by motor vehicles or to protect fragile natural resources.

6.3 Soil and Water Conservation. Grantor may engage in such soil and water conservation practices or habitat restoration projects as may be necessary or appropriate, provided that such activities further the goals intended to be achieved by this Easement and protect the Conservation Values.

6.4 Signs. Grantor reserves the right to install signs stating the name and address of the Property and the names of persons living on the Property, advertising the Property for sale or rent, posting the Property to control unauthorized entry or use, and advertising or regulating on-site activities expressly permitted by the terms of this Easement; provided, however, that: (a) no sign shall exceed sixteen (16) square feet in area, and (b) Grantor shall not design or locate such signs in such a way as to significantly diminish the scenic character of the Property.

7. Intentionally Omitted .

8. Transfer and Extinguishment of Development Rights. Except as specifically reserved to Grantor in this Easement, and subject to the terms and conditions of this Easement, the State Consent Decree, the Federal Consent Decree, the UAOs and Environmental Law, Grantor hereby grants to Grantee, in trust for the benefit of its assignee, (a) all rights to construct, install, erect, or enlarge structures upon, develop or in any other manner improve or alter the Property in a manner that would violate the terms, or be inconsistent with the purposes, of this Easement, and (b) all development credits and all transferable, cluster or other development rights, howsoever designated, that are or may hereafter be allocated to, associated with, implied, reserved, or inherent in the Property. Grantor and Grantee agree that such rights are terminated and extinguished, and may not be used on any portion of the Property, transferred to any other property, or used for the purpose of calculating permissible size, height, bulk or number of

structures, development density, lot yield or any similar development variable pertaining to the Property or any other property. All of Grantor's right, title and interest in and to any such rights that may hereafter be created shall automatically be vested in Grantee and extinguished immediately upon their becoming legally effective. Grantor hereby appoints Grantee as Grantor's attorney-in-fact for, and only for, the limited purpose of executing and recording such further instruments as may be necessary or appropriate to effectuate the extinguishment of such rights. Grantor acknowledges that the power of attorney herein granted is coupled with an interest in the subject matter and is irrevocable. If Grantee shall have occasion to exercise the power of attorney herein granted, Grantee shall notify Grantor within a reasonable time following such exercise specifying the action taken and shall provide to Grantor copies of all instruments evidencing such action.

9. Baseline Documentation. In order to establish the uses and condition of the Property as of the date of this Easement so as to be able to properly monitor its future uses and condition and assure compliance with the terms hereof, Grantor will make available to Grantee all existing maps, photographs, surveys, plans, reports, studies and other documentation in Grantor's possession that describe or depict the current uses and condition of the Property. In addition, Grantee shall have the right to prepare such additional documentation, such as surveys, maps, drawings, photographs, on-site delineations, plant and wildlife inventories, and soil, water and air quality tests, as it deems appropriate. Grantee, its agents, employees, and consultants, shall have the right to enter upon the Property at reasonable times and by prior appointment for this purpose.

The aforementioned documentation shall constitute an inventory of the Property's relevant features and conditions (the "Baseline Documentation"). The Baseline Documentation shall be kept on file at Grantee's offices and shall be accessible to Grantor upon reasonable notice during normal business hours. The parties agree that if a controversy arises about the condition or uses of the Property as of the date of this Easement, the parties may use other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy. Grantor and Grantee shall each provide to the other, without charge, a copy of all additional documentation concerning the Property prepared by or for Grantor or Grantee, from time to time. The Baseline Documentation shall include a map and description of all the installations maintained under the UAOs, together with a description of the activities that the recipients of the UAOs must undertake under the UAOs, and a map and description of the NRD Project, together with a description of the activities that the WMI Group must undertake to complete the NRD Project.

10. REMEDIES AND ENFORCEMENT

10.1 Notice of Violation and Opportunity to Cure. If Grantee determines that a violation of this Easement by Grantor has occurred, is occurring, or is threatened, Grantee shall give a written notice thereof (a "Notice of Violation") to Grantor, EPA and the WMI Group, summarizing the facts in Grantee's possession concerning the nature of the violation. Upon receipt of a Notice of Violation, Grantor shall immediately (a) cease those actions that have given rise to the alleged violation, and (b) take such actions as may be necessary to prevent any further harm or damage to the Property or the Conservation Values. Within sixty (60) days after the date of the Notice of Violation, Grantor shall cure those violations by Grantor of this Easement and restore the Property to the condition that would have existed had there been no violation, provided, however, that if the violation is such that it cannot reasonably be cured within such sixty

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(60) day period, Grantor shall commence to cure such violation within the sixty (60) day period and shall thereafter diligently pursue the same to completion, and the period for cure shall be extended for such time as is reasonably necessary in order to permit the actions required to effect such cure to be diligently completed. If Grantee, in its sole judgment, believes that circumstances are such that immediate action is required to prevent or mitigate significant harm or damage to the Property or the Conservation Values, Grantee may pursue its remedies without waiting for any period provided for cure to expire, and without prior notice to Grantor (except as may be required by law).

10.2 Remedies. Subject to the notice and opportunity to cure provisions set forth above, Grantee shall be entitled to preliminary restraints, and to injunctive and other equitable relief to prevent threatened or continuing violations of this Easement, and to otherwise enforce the terms of this Easement and including, without limitation, relief requiring Grantor to remove offending structures and otherwise restore the Property to the condition that would have existed had there been no violation of this Easement. Grantor agrees that Grantee's remedies at law for violation of this Easement will be inadequate and that Grantee shall be entitled to the injunctive relief described herein, and to specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee shall also be entitled to recover damages for violation of this Easement, including, but not limited to: (a) damages for harm to, and degradation, impairment, disturbance and loss of, natural or scenic features of the Property and the Conservation Values associated with the Property; (b) all costs necessary to restore the Property to the condition that would have existed had there been no violation of this Easement; and (c) the value of minerals, soil, sand, timber, or other natural resources sold or removed from the Property in violation of this Easement. The remedies described herein shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

10.3 Costs of Enforcement. Grantor shall bear all reasonable costs incurred by Grantee if Grantee prevails in any proceeding commenced by Grantee to enforce this Easement including, but not limited to, court costs, reasonable attorneys' fees and fees of expert witnesses, and all costs of restoration necessitated by the violation.

10.4 Forbearance. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver; nor shall Grantor be entitled to assert any defense based upon laches, estoppel or prescription with respect to any violation of this Easement as to which Grantee was not specifically notified by Grantor in writing.

10.5 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant harm or damage to the Property resulting from such causes.

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10.6 Restoration Plans. If restoration work is required as a result of a violation, Grantor shall submit a detailed restoration plan to Grantee for its approval prior to undertaking restoration activities on the Property. All restoration shall be carried out in accordance with property restoration guidelines and standards adopted by Grantee from time to time.

11. INDEMNIFICATION

11.1 By Grantor. Grantor hereby release and agree to hold harmless, indemnify and defend Grantee and its members, trustees, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, claims, demands, orders, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or wrongful acts of any of the Indemnified Parties, (b) the obligations specified in this Article, (c) the representations and warranties contained in Paragraph 14.1, and (d) the presence or release upon or about the Property of any Hazardous Material or the violation or alleged violation of any Environmental Law unless caused by any of the Indemnified Parties.

11.2 By Grantee. Grantee hereby releases and agrees to hold harmless, indemnify and defend Grantor and its employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, claims, demands, orders, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property (other than damage necessarily associated with restoration activities), resulting from any act or omission of Grantee or its members, trustees, officers, employees, agents, and contractors while on the Property in connection with the exercise of any monitoring, enforcement or other rights conferred upon Grantee by this Easement.

12. ASSIGNMENT

12.1 Right to Assign. Grantee intends to transfer and assign, and any future assignee of this Easement, may at any time, upon thirty (30) days' notice to Grantor, EPA and the WMI Group, transfer and assign, this Easement and the rights and obligations created hereby, in whole or in part, to one or more EPA-approved Conservation Organizations or governmental entities pursuant to the Federal Consent Decree; provided, however, that the assignee shall simultaneously with such assignment assume the obligation to carry out the conservation purposes for which this Easement is granted. A copy of such assignment shall be provided to EPA and the WMI Group within ten (10) days of the effective date of such assignment.

12.2 Executory Limitation. If Grantee shall cease to function as a non-profit corporation with one of its primary purposes being the preservation of natural resources and open space (other than as the result of a merger into or consolidation with any other non-profit corporation with similar purposes), or shall be liquidated or dissolved, upon the occurrence of such event, Grantee shall assign all of its rights and interest in the Property and delegate all of its responsibilities under

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this Easement to one or more EPA-approved Conservation Organizations or governmental entities.

12.3 Release of Grantee's Further Obligations. The holder of this Easement immediately before any such assignment or judicial re-vesting shall thereafter have no further obligation to monitor compliance with, or enforce the provisions of, this Easement; provided that the assignee meets the requirements set forth above and has assumed the obligation to monitor, abide by the terms of and enforce this Easement.

13. CONDEMNATION; TERMINATION

13.1 Condemnation Proceedings. Should all or part of the Easement Property be taken in exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, by any public, corporate, or other authority so as to terminate, abrogate or limit the restrictions created by this Easement, in whole or in part, Grantor and Grantee shall join in appropriate actions to challenge such taking. In the event Grantor and Grantee are unable to prevent a taking notwithstanding their reasonable and appropriate efforts to the contrary, Grantor and Grantee shall join in appropriate actions to recover the full value of the interests in the Easement Property subject to the taking or in lieu purchase, and all direct and incidental damages, costs and fees occasioned thereby. All expenses incurred jointly by Grantor and Grantee in connection with such actions shall be borne by them in the same proportion set forth below with respect to the sharing of the proceeds of a condemnation award, sale, lease, exchange or other disposition of the Property.

13.2 Judicial and Statutory Termination Proceedings. This Easement is intended to be of perpetual duration and therefore may not be terminated by mutual agreement of the Grantor and the Grantee. However, in the event an unexpected change in circumstances arises in the future that makes it impossible to accomplish the purposes of this Easement, this Easement may be extinguished in whole or in part through an appropriate judicial proceeding (and only through a judicial proceeding). In such event the Grantor shall also satisfy all other applicable legal requirements, including those set forth in the New Jersey Conservation Restriction and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1, et seq., as amended (or any successor provision).

Grantor and Grantee acknowledge the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, that neighboring properties may in the future be put entirely to such prohibited uses, and that Grantor may not be able in the future to conduct or implement any or all of the uses permitted under the terms of this Easement. However, such circumstances shall not be deemed to justify the termination or extinguishment of this Easement.

13.3 Division of Proceeds; Valuation of Easement. Grantee shall be entitled to receive, from the net proceeds of a condemnation award or of a sale, lease, exchange or other disposition of all or any portion of the Property following termination or extinguishment of this Easement, an amount equal to the stipulated fair market value of the Easement, or proportionate part thereof, determined as provided herein. This Easement constitutes a real property interest which the parties stipulate to have a fair market value determined by multiplying (a) the fair market value of

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the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable solely to permitted improvements by Grantor), by (b) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

14. REPRESENTATIONS AND WARRANTIES

14.1 By Property Owners. Grantor represents and warrant to Grantee that, to the best of its knowledge and belief: (i) it owns the Property in fee simple, free and clear of all liens and mortgage interests that have not been legally subordinated to this Easement, the State Consent Decree, the Federal Consent Decree and the UAOs identified in paragraph 3.2 above; (ii) it has sole possession of the Property, has not entered into any contract to sell or lease the Property to someone else, and has not given anyone else any right of refusal, option or other rights concerning the purchase or lease of the Property; (iii) no person or entity possesses the right to remove any vegetation, mineral or other material from the Property, or carry out any other activity which is inconsistent with the purposes and terms of this Easement; (iv) the Property complies with all federal, state and local laws, regulations and requirements applicable to the Property and its use; (v) there is no litigation or other judicial, quasi-judicial or administrative proceeding pending or threatened that in any way affects or relates to the Property; (vi) there are no judgments, liens or other legal obligations that may be enforced against the Property; (vii) there are no underground storage tanks on the Property; and (viii) no civil or criminal proceedings or investigations have been instigated, and no notices, claims, demands or orders have been received, arising out of any violation or alleged violation of any federal, state or local law, regulation or requirement applicable to the Property or its use; except as set forth in this Easement.

14.2 By Grantee. Grantee represents and warrants to Grantor that: (i) it is a charitable nonprofit corporation exempt from income tax under section 501(c)(3) of the Code; (ii) it is a "qualified organization" within the meaning of section 170(h) of the Code; (iii) it is a "charitable conservancy" as defined in the New Jersey Conservation Restriction and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1, et seq.; and (iv) it is a Conservation Organization.

15. MISCELLANEOUS PROVISIONS

15.1 Notice to Grantee Before Undertaking Certain Permitted Actions. Grantor shall notify Grantee, EPA and the WMI Group in writing before exercising any reserved right, the exercise of which may have an adverse impact on the Conservation Values associated with this Easement. Whenever notice is required to be given with respect to an activity permitted hereunder, Grantor shall notify Grantee, EPA and the WMI Group in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee, EPA and the WMI Group to make an informed judgment as to its consistency with the purposes of this Easement and all standards contained herein that are applicable to the activity in question.

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15.2 Approval By Grantee. Where Grantee's approval is required by any provision of this Easement, Grantee shall grant or withhold its approval in writing within a reasonable time considering the nature of the activity for which approval is sought; the complexity and extent of the documents, plans, drawings reports and studies to be reviewed; and the degree of the potential impact on the Conservation Values or agricultural requirements. Unless otherwise provided with respect to a particular approval requirement, the granting of approval shall be within Grantee's sole discretion, and Grantee's determination with respect thereto shall be final and binding. In any case in which this Easement provides that Grantee may not unreasonably withhold its approval, then, provided Grantee has received a written notice of the request for approval and all of the information required by this Easement to be submitted with such a notice, and that the request is bona fide and made in good faith, a failure by Grantee to respond to such request for approval within sixty (60) days following Grantee's receipt of same shall be deemed an approval of the request by Grantee.

15.3 Use by Third Parties. Grantor may not authorize, allow or permit any third party to use the Property in a manner inconsistent with the terms of this Easement. Accordingly, no right to use the Property, whether in the form of a right-of-way, easement, license, oil, gas or mineral lease, or other right or interest in, on or through the Property, may be conveyed or permitted to be established in, on or through the Property, unless the right or interest is consistent with the terms of this Easement. (These prohibitions do not apply to a right to use the Property that was in existence prior to this Easement unless said right was subordinated to this Easement.) Grantor shall take reasonable and appropriate steps to avoid unauthorized inconsistent activities by third parties. Notwithstanding the foregoing, (a) Grantee may approve, in writing, a grant of a right to use the Property that benefits permitted uses or structures, such as a utility easement, for reasons that Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibitions, provided that EPA shall be given fifteen (15) days prior notice in order to object to such use, and if EPA does object within such fifteen (15) day time period, such use shall not be permitted; (b) the WMI Group may use the Property as required by the Federal Consent Decree, the State Consent Decree, the UAOs and Environmental Law, and (c) the United States may have access to the Property for any reason allowed pursuant to the Federal Consent Decree or Environmental Law.

15.4 No Public Access. Although this Easement has been created for the benefit of the general public through the protection and preservation of water and land resources and natural beauty, nothing herein contained shall be construed to convey to the general public any right of access to or use of the Property. Grantor shall retain the exclusive right of access to and use of the Property unless otherwise expressly provided in this Easement.

15.5 Easement Binding Upon Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and his, her, their or its agents, employees, invitees, licensees, tenants, contractors, personal representatives, heirs, successors and assigns, and the above-named Grantee and its representatives, agents, employees, successors and assigns.

05514-00499

15.6 Manner of Giving Notices. All notices pertaining to this Easement shall be in writing delivered to the parties personally or by private courier, or by registered or certified mail, return receipt requested and postage prepaid, at the addresses set forth above or such other addresses as the parties may specifically designate in writing, and with respect to EPA and the WMI Group, at the address set forth below, and shall be deemed delivered and effective upon actual receipt in the event of personal or private courier delivery or deposit with the U.S. Postal Service in the event of mail delivery:

Address of EPA:

William C. Tucker, Esq.
Senior Assistant Regional Counsel
New Jersey Superfund Branch
U.S. Environmental Protection Agency
290 Broadway, 19th Floor
New York, NY 10007

John Prince
Chief, Central New Jersey Remediation Section
New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency - Region II
290 Broadway, 19th Floor
New York, NY 10007

Address of WMI Group:

General Counsel
SC Holdings, Inc.
1001 Fannin, Suite 4000
Houston, TX 77002

With a copy to:

Antoinette R. Stone, Esq.
Buchanan Ingersoll PC
1835 Market Street, 14th Floor
Philadelphia, PA 19103

15.7 Captions. The captions in this instrument have been inserted solely for convenience of reference, are not a part of this instrument, and shall have no effect upon construction or interpretation.

15.8 Controlling Law. The laws of the State of New Jersey shall govern the interpretation and performance of this Easement.

15.9 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; and each counterpart shall be deemed an

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original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

15.10 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

15.11 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant, to effectuate the purposes of this Easement and to preserve and protect the Conservation Values to the maximum possible extent. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.12 No Extinguishment through Merger.

(a) Pursuant to the Federal Consent Decree and the CLF Contract, Grantor and Grantee acknowledge that Grantor will convey fee simple title to the Property to Grantee. When Grantee acquires fee simple title to the Property, it is the express intention of the parties that: (i) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Property by this Easement, (ii) in view of the public interest in its enforcement, this Easement shall survive such simultaneous ownership of fee and Easement interests in the Property, and shall not be extinguished notwithstanding any otherwise applicable legal doctrine under which such property interests would or might be merged, and (iii) said Grantee shall, as promptly as practicable, but in any event, in accordance with the CLF Contract and the Federal Consent Decree, either assign its interests in this Easement to another EPA-approved Conservation Organization or governmental entity, or convey its fee interest in the Property to an EPA-approved Conservation Organization or governmental entity, in accordance with the requirements of the CLF Contract, the Federal Consent Decree and this Easement, including, without limitation, the provisions of this paragraph. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this paragraph, and shall contain language necessary to continue it in force.

(b) Notwithstanding anything to the contrary in this Easement, if, despite the clear and express intention of the parties, this Easement is extinguished upon the acquisition by Grantee of fee simple title to the Property, Grantee acknowledges and agrees that it shall immediately grant, bargain, transfer and convey unto an EPA-approved Conservation Organization or governmental entity, an easement and interest in perpetuity in the same form and substance as this Easement, on, over and upon the Property.

15.13 Forfeiture. Pursuant to the terms of the CLF Contract, a breach of the CLF Contract by Grantee will result in a forfeiture or reversion of this Easement to Grantor.

15.14 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.15 Termination of Rights and Obligations. A party's personal rights and obligations under this Easement, but not the Easement itself, terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer, and that the party's rights and obligations shall continue with respect to any portion of the Property or any interest in the Easement retained by that party.

15.16 Certificate Concerning Compliance. Upon written request by Grantor or EPA, Grantee shall deliver to Grantor and EPA, or to any prospective purchaser, transferee, mortgagee, lessee or other interested party designated by Grantor, an appropriate document certifying to the best of Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Easement. Grantee shall provide such certification within forty-five (45) days after Grantee's receipt of the written request. Such certification shall be limited to the condition of the Property as of the date of Grantee's most recent monitoring inspection and may be appropriately limited or qualified by Grantee to reflect such constraints and limitations upon the quality or completeness of the monitoring data as may have existed at the time of such inspection. If (i) Grantor requests a certification based upon more current documentation, or (ii) Grantee reasonably concludes, based upon relevant facts and circumstances, that a new inspection is necessary in order to issue such a certification, then Grantee shall conduct a new inspection, at Grantor's expense, within thirty (30) days of Grantee's receipt of Grantor's written request.

15.17 Additional Enforcement Rights.

(a) The United States, the State of New Jersey Green Acres Program, and any EPA-approved Conservation Organization or governmental entity that provides funds in connection with the acquisition of this Easement shall have the power to enforce any or all of the terms and conditions of this Easement in the same manner and to the same extent as could be done by Grantee.

(b) The Grantor and the Grantee agree and acknowledge that: (1) the United States and the WMI Group have an interest in the parties' compliance with the terms of this Easement; (2) the United States and the WMI Group are third-party beneficiaries hereunder; and (3) the United States and the WMI Group have any and all rights to enforce the terms of this Easement as if they were signatories hereof.

15.18 Recording. As soon as possible following the granting of this Easement, the Grantor shall record such Easement in the Office of the County Clerk, Middlesex County, New Jersey, or other appropriate state or local records office. The parties shall cooperate with each other to carry out any such recording

16. SCHEDULES AND EXHIBITS

The following exhibits are annexed to and shall form a part of this Easement:

Exhibit "A":	UAOs
Exhibit "B":	State Consent Decree
Exhibit "C":	Federal Consent Decree

05514-00502

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this instrument as of the date first above written.

GRANTOR: KIN-BUC, INC.,
a New Jersey corporation

By: 

Name: Andrew J. Mayer, Jr.

Title: VP

GRANTEE: CLEAN LAND FUND
a not for profit corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this instrument as of the date first above written.

GRANTEE: CLEAN LAND FUND
a not for profit corporation

By: William J Penn

Name: William J Penn

Title: President

STATE OF NEW ^{York} JERSEY)
COUNTY OF ^{New York})

SS.:

On this, the 22 day of December, 2004, before me, the undersigned notary public, personally appeared William J Penn, who acknowledged himself to be a President of CLEAN LAND FUND, a not for profit corporation, and that ~~he~~^{she} as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Idalia M. Collado
Notary Public

My commission expires:

[SEAL]

IDALIA M. COLLADO
NOTARY PUBLIC, State of New York
No. 01CO5042232
Qualified in County of Queens
Commission Expires April, 20 07

Index of Exhibits to
Kin-Buc Conservation Easement

Exhibit A

Unilateral Administrative Orders for II-CERCLA-30102, II-CERCLA-60105, II-CERCLA-00114 with Attachment A the Schedule for the Kin-Buc Landfill Site Operable Unit 1 RD/RA and II-CERCLA-93-0101 with Attachment B the SOW this supersedes all other UAO's

Exhibit B

State Consent Decree 02-2077 (USDC, DNJ)

Appendix A – Map of the site

Appendix B – Description of projects to complete in order to satisfy
Sec. VI of the NRD of the Consent Decree

Exhibit C

Federal Consent Decree 02-2077(USDC, DNJ)

Appendix A – Description of Properties A, B, C & D

Appendix B - Kin Buc Landfill Site Map

Appendix C – Deeds Transferring Title to Property A

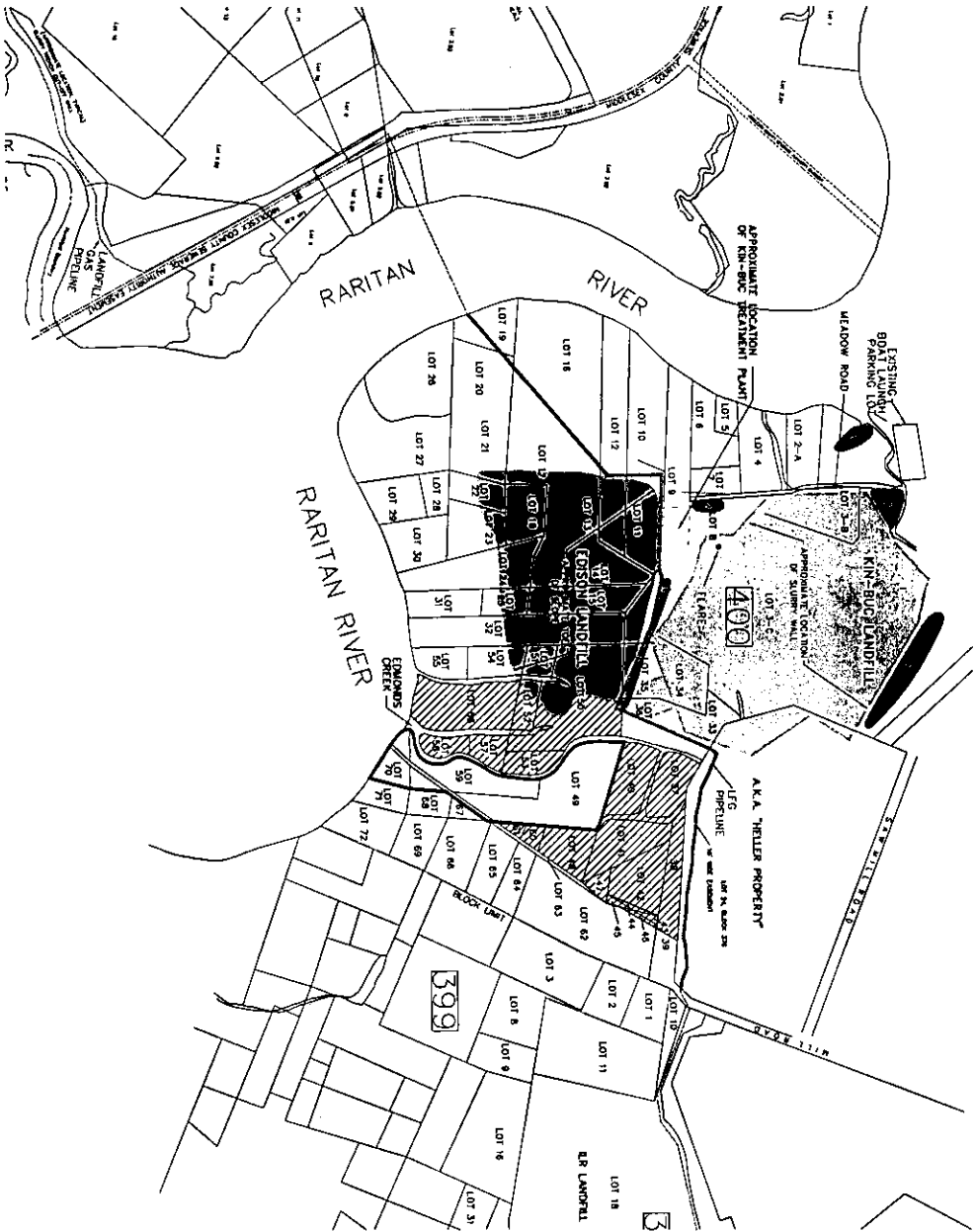
Appendix D – WLP SOW

Appendix E - Conservation Easements

Appendix F - Contract between CLF and Owner Settling Defendants

05514-00509

ILLEGIBLE ORIGINAL
Middlesex County Clerk



- LEGEND:
- EXISTING LANDFILL GAS (JFC) PIPELINE
 - PROPOSED AND RESTORATION AREA IN BLOCK 400 (INCLUDES LOTS 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 AND 61)
 - APPROXIMATE LOCATION OF POTENTIAL FRESHWATER WETLAND RESTORATION AREA
 - LOT TOTAL WETLAND RESTORATION AREA BOUNDARY

GENERAL NOTES:

1. THE INFORMATION SHOWN HEREON IS TAKEN FROM AVAILABLE TAX MAPS AND IS NOT GUARANTEED TO EXACTLY LOCATE LOCATION OR COMPLETENESS AND IS FOR GRAPHICAL REPRESENTATION ONLY.
2. PIPELINE SHOWN HEREON IS TAKEN FROM AVAILABLE INFORMATION AND IS NOT GUARANTEED TO EXACTNESS, LOCATION OR COMPLETENESS.

SOURCE: TAX MAP PREPARED FOR MIDDLESEX COUNTY JFC PROJECT FOR THE PURPOSE OF DETERMINING THE LOCATION OF THE LANDFILL GAS PIPELINE AND RESTORATION AREA. THE MAP WAS DATED 4-1-94, LAST REVISED 5-1-95.

NOT TO SCALE

SCA SERVICES, INC. KIN-BUC LANDFILL SITE EDISON, NEW JERSEY	
SITE MAP	
BBL	1

5514-509

1. Date of map: 4/1/94
2. Date of revision: 5/1/95
3. Date of revision: 5/1/95
4. Date of revision: 5/1/95

APPENDIX B

NATURAL RESOURCE DAMAGES RESTORATION PROJECTS

I. Tidal Wetland Restoration

The area for tidal restoration consists of approximately 30 acres of *Phragmites australis* (common reed)-dominated tidal marsh adjacent to the existing OU1 tidal wetland mitigation area. The final acreage will be verified through a ground survey of the "footprint" of the area before commencement of the project. The area is delineated on Figure 1. The project's objectives are to remove and prevent recolonization of the *Phragmites* in the 30 acre project area and establish a *Spartina* and other low-marsh / high marsh species wetland. Therefore, all work shall be completed with these objectives in mind.

Components of the tidal wetland restoration include:

- Obtaining appropriate approvals and/or permits, as identified by the New Jersey Department of Environmental Protection ("NJDEP") Land Use Program personnel, to perform work in the restoration area, including the use of permit equivalents and an aquatic use [herbicide application] permit such as was previously used for the OU1 mitigation work and Mound B riverfront work;
- Selection of lots for this project that are adjacent to certain of the lots identified by Owner Defendants as being part of the Supplemental Environmental Project ("SEP") and Wetlands Restoration and Land Management Project ("WLP") to be performed by Owner Defendants as part of the Defendants' Consent Decree with the United States Environmental Protection Agency ("EPA") and the United States Department of Justice;
- Controlling *Phragmites* by application of the herbicide Rodeo®, or an equivalent;
- Cutting/crushing *Phragmites* stalks with an all-terrain vehicle;
- Natural recolonization of the area by *Spartina* species and other low-marsh/high-marsh native non-invasive species similar to those observed at the OU1 mitigation area;
- Annual application of Rodeo® in successively decreasing amounts until *Phragmites* has been reduced to no more than 15% of the vegetative cover;
- Implementation of a qualitative annual monitoring program involving evaluation of vegetation coverage, hydrology and project status to document recolonization of native non-invasive wetland vegetation from the remnant tidal marsh seed bank.

05514-00510

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II

-----X
IN THE MATTER OF

Kin-Buc Landfill, Edison,
New Jersey:

Anthony Gaess,
Marvin Mahan,
Robert Meagher,
Earthline Company,
Chemical Waste Management, Inc.,
Filcrest Realty, Inc.,
Inmar Associates, Inc.,
Kin-Buc Inc.,
SCA Services, Inc.,
SCA Services of Passaic, Inc.,
Transtech Industries, Inc.,
f/k/a Scientific Inc., and
Wastequid, Inc.

Respondents.

Proceeding Pursuant to §106(a)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. §9606(a).

ADMINISTRATIVE ORDER

Index No.
II-CERCLA-93-0101

-----X
I. JURISDICTION

A. This Administrative Order (the "ORDER") is issued to the above-captioned Respondents pursuant to the authority vested in the President of the United States under Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9606(a), which authority was delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, dated January 23, 1987, and duly redelegated to the Regional Administrator of EPA, Region II. Notice of this ORDER has been provided to the New Jersey Department of Environmental Protection and Energy ("NJDEPE") pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

05514-00511

STATEMENT OF WORK

A. WORK TO BE PERFORMED

1. The Work to be conducted under this ORDER is planned to reduce the risks to human health and the environment caused by the uptake of hazardous substances, pollutants and contaminants into resident wildlife at the Kin-Buc Site from sediments via bioaccumulation. As described in greater detail below, the Work to be performed under this ORDER shall include, but shall not be limited to, the following elements:

- a. Remedial Design of the selected alternative (hereinafter referred to as the "Selected Remedial Alternative") as set forth in EPA's Record of Decision dated September 28, 1992 (the Operable Unit II ROD);
- b. Remedial Construction of the Selected Remedial Alternative;
- c. Implementation of a Wetlands Restoration and Mitigation Program; and
- d. Operation and Maintenance ("O&M") of the Selected Remedial Alternative including effectiveness monitoring of surface and ground water, sediment, and biota, in order to ensure the continued achievement of the objectives of the Selected Remedial Alternative.

2. The major components of the Selected Remedial Alternative, or Selected Remedy, for Operable Unit II of the Kin-Buc Landfill Site include the following:

- a. excavation of approximately 2200 cubic yards of sediments containing PCBs at levels greater than 5 parts per million;
- b. consolidation of the excavated sediments within the Operable Unit I containment system;
- c. restoration and mitigation of wetlands areas impacted by the excavation of contaminated sediments; and
- d. long-term monitoring of ground and surface water to ensure the effectiveness of the remedy.

3. If EPA determines, at any time, that the Work to be performed has not been or cannot be conducted according to the schedule described in this ORDER, EPA will notify the Respondents that the Selected Remedial Alternative will be modified as described in the Operable Unit II ROD. The Contingency Remedial Alternative, which provides for off-Site disposal of excavated sediments, will replace the primary

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II

-----X
IN THE MATTER OF

Kin-Buc Landfill, Edison,
New Jersey:

Anthony Gaess,
Marvin Mahan,
Robert Meagher,
Earthline Company,
Chemical Waste Management, Inc.,
Filcrest Realty, Inc.,
Inmar Associates, Inc.,
Kin-Buc Inc.,
SCA Services, Inc.,
SCA Services of Passaic, Inc.,
Transtech Industries, Inc.,
f/k/a Scientific Inc., and
Wastequid, Inc.

Respondents.

Proceeding Pursuant to §106(a)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. §9606(a).

-----X

ADMINISTRATIVE ORDER

Index No.
II-CERCLA-00114

I. JURISDICTION

A. This Amended Administrative ORDER ("Amended ORDER" or "ORDER") is issued to the above-captioned Respondents pursuant to the authority vested in the President of the United States under Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9606(a), which authority was delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, dated January 23, 1987, and duly redelegated to the Regional Administrator of EPA, Region II. Notice of this Amended ORDER has been provided to the New Jersey Department of Environmental Protection ("DEP") pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

05514-00513

SCHEDULE FOR THE KIN-BUC LANDFILL SITE OPERABLE UNIT 1 RD/RA

I. Project Schedule for Additional Studies

TASK	REQUIREMENT
1.0 Subsurface Investigation along Clay Cut-off Wall Alignment	Report due November 1, 1989 ¹
2.0 Evaluate Pumping Requirements for Sand and Gravel Aquifer, including;	Report due 15 days after the effective date of the Order ²
2.1 Determine Existing and Potential Future Site Hydraulic Relationships	
2.2 Evaluate Existing Water Quality in the Sand and Gravel & Bedrock	
2.3 Assess the Potential Future Impact to Water Quality in the Sand and Gravel and Bedrock Units	
3.0 Evaluate the Areal Extent of Contamination to Select the Horizontal Wall Alignment	Report due June 15, 1990 ³
4.0 Refine Aqueous and Oil Collection Estimates	Report due 15 days after the effective date of the Order ²
5.0 Evaluate the Integrity of the Existing Kin-Buc I Final Cover/Cap	Report due 15 days after the effective date of the Order ²
6.0 Evaluate the Suitability of On-site Clay for Cap Material	Report due December 15, 1989 ⁴

Footnotes

1. Actual submission on July 16, 1990
2. Administrative Order Index No. II-CERCLA-00114
3. Actual submission on August 9, 1990
4. Actual submission on July 16, 1990

5514-514

05514-00514

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA;
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION; and
ACTING ADMINISTRATOR, NEW
JERSEY SPILL COMPENSATION
FUND,

Plaintiffs,

v.

CHEMICAL WASTE MANAGEMENT,
INC.; EARTHLINE COMPANY;
FILCREST REALTY, INC.;
ANTHONY GAESS; INMAR
ASSOCIATES, INC.; KIN-BUC,
INC.; SCA SERVICES, INC.;
SCA SERVICES OF PASSAIC,
INC.; TRANSTECH INDUSTRIES,
INC.; WASTE MANAGEMENT, INC.;
WASTE MANAGEMENT HOLDINGS,
INC.; and WASTEQUID, INC.,

Defendants.

CIVIL ACTION NO. 02-2077 (DMC)

CONSENT DECREE

05514-00515

APPENDIX A

Description of Property A, B, C and D

For purposes of this Consent Decree, the terms "Property A," "Property B," "Property C" and "Property D" shall mean the following four categories of real property in and near the Site, as shown on the Tax Map for the Township of Edison, Middlesex County, New Jersey (revised Jan. 1, 2004), pages 205-207:

1. Property A: The first category ("Property A") includes the following real property which shall be preserved as Open Space through the Satisfactory Completion of the SEP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, and 108.

Block 400, Lots 3-C, 26, 31, 37, 43, 44, 45, 47, 49, 56, 59, 60, 61, 63, 67, 68, 70, and that portion of Lot 46 owned by Filcrest Realty, Inc.

2. Property B: The second category ("Property B") includes the following real property on which wetlands shall be identified, restored and maintained through performance by the WMI Group of the NRD Project, pursuant to the State Decree:

Block 400, Lots 2-A, 3-B, 3-C, 8, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 52, 53, 56, 57, 58, 60, and 61.

3. Property C: The third category ("Property C") includes the following real property on which wetlands shall be identified, restored and maintained through the Satisfactory Completion of the WLP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, and 108.

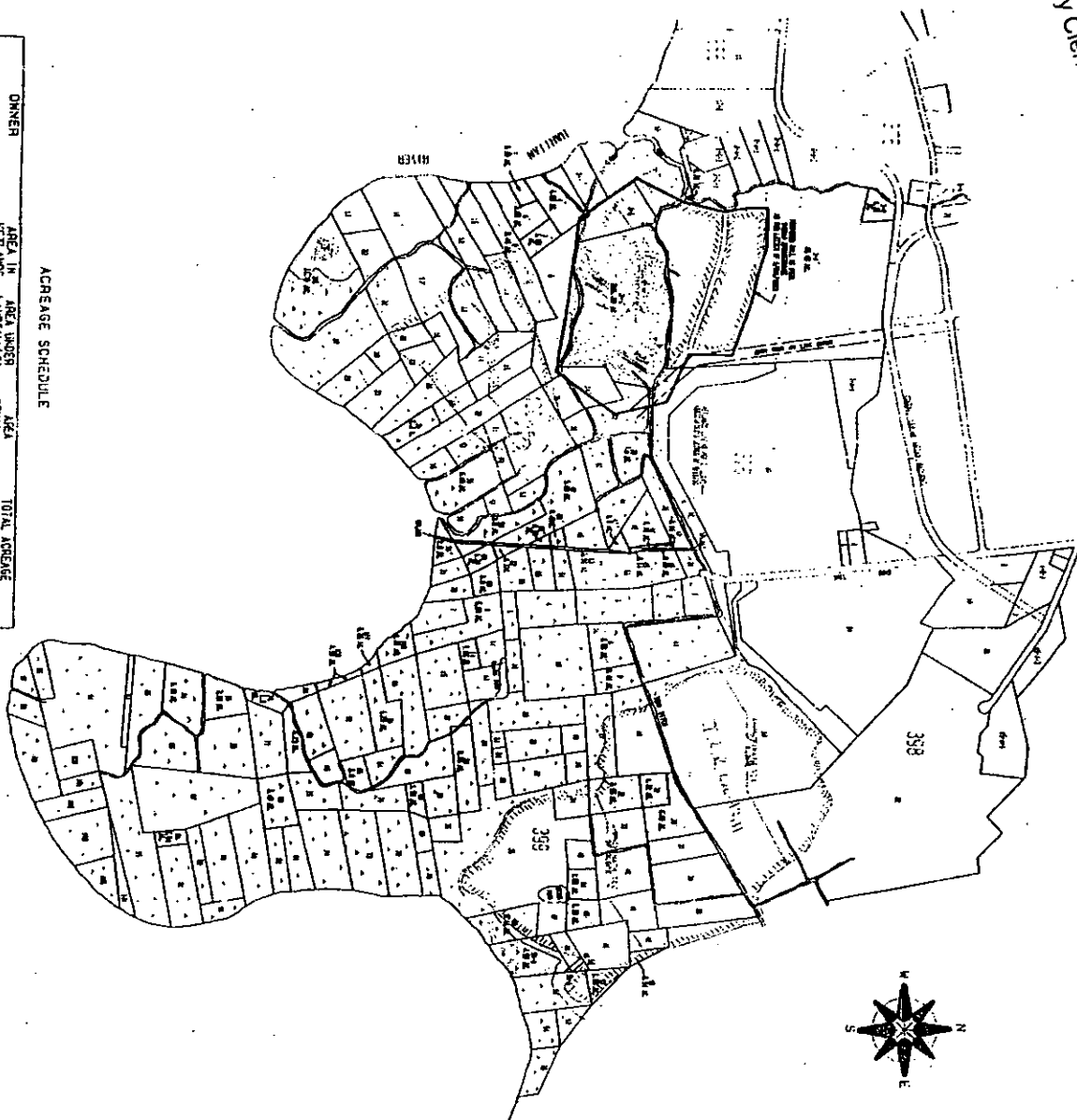
Block 400, Lots 26, 31, 49, 59, 63, 67, 68, and 70.

APPENDIX B

Map of Kin-Buc Landfill Superfund Site and Properties A, B, C and D

05514-00517

ILLEGIBLE ORIGINAL
Middlesex County Clerk



ACREAGE SCHEDULE

OWNER	AREA IN WETLANDS	AREA UNDER LANDFILL(S)	REMAINING	TOTAL ACREAGE (AS PER TAX MAP)
KIMBUC INC.	25.37 AC.	23.92 AC.	41.98 AC.	25.37 AC.
INKAR ASSOCIATES	23.92 AC.	20.87 AC.	15.78 AC.	65.88 AC.
BLACK FILCHREST REALTY	90.23 AC.	20.87 AC.	15.78 AC.	130.88 AC.

MURPHY ASSOCIATES
1000 W. 10th St. Suite 100
Tulsa, Oklahoma 74103
Phone: (918) 438-1111
Fax: (918) 438-1112

KIM-BUC LANDFILL
TAX MAP OVERLAY
CHIEF ENGINEER
JULY 1, 1998

GRAPHIC SCALE
1" = 100'

THIS MAP IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE INFORMATION CONTAINED HEREIN BY OTHER MEANS.

5514-518

APPENDIX C

Deeds Transferring Title to Property A

05514-00519

This Instrument Prepared By:

Stack L. Ashell
Stack L. Ashell

DEED

THIS DEED is made on December 30, 2004.

BETWEEN KIN-BUC, INC., a New Jersey corporation, having an address at 200 Centennial Avenue, Piscataway, New Jersey 08854, referred to as "Grantor", and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C.A. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, referred to as "Grantee". The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below ("Property") to the Grantee. This transfer is made for the sum of One Dollar (\$1.00). Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Township of Edison, Block No. 400, Lot 3-C.

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Edison, County of Middlesex and State of New Jersey. The legal description is:

All that certain tract or parcel of land and premises situate, lying and being in the Township of Edison, County of Middlesex and State of New Jersey, and more particularly described on the legal description attached hereto as Exhibit "A" and made a part hereof.

BEING the same property conveyed to the Grantor by Deed from _____, dated _____ and recorded in the Middlesex County Clerk's Office in Deed Book ____ at Page ____.

SUBJECT TO a right of reversion as set forth in that certain unrecorded CLF Contract,

This Instrument Prepared By:

Stacy L. Asbell
Stacy L. Asbell

DEED

THIS DEED is made on December 30, 2004.

BETWEEN FILCREST REALTY, INC., a New Jersey corporation, having an address at c/o Transtech Industries, Inc., 200 Centennial Avenue, Piscataway, NJ 08854, referred to as "Grantor", and the **CLEAN LAND FUND**, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C.A. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, referred to as "Grantee". The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below ("Property") to the Grantee. This transfer is made for the sum of One Dollar (\$1.00). Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Township of Edison: (1) Block No. 399, Lots Nos. 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, & 108; and (2) Block 400; lots 26, 31, 37, 43, 44, 45, 47, 49, 56, 59, 60, 61, 63, 67, 68, 70 and a portion of lot 46.

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Edison, County of Middlesex and State of New Jersey. The legal description is:

All that certain tract or parcel of land and premises situate, lying and being in the Township of Edison, County of Middlesex and State of New Jersey, and more particularly described on the legal description attached hereto as Exhibit "A" and made a part hereof.

BEING the same property conveyed to the Grantor by Deed from Josephine Al Ibrahim and Mustafa Al Ibrahim, dated March 14, 1969 and recorded in the Middlesex County Clerk's Office in Deed Book 2654 at Page 452.

APPENDIX D

KIN-BUC WETLANDS RESTORATION AND LAND MANAGEMENT PROJECT STATEMENT OF WORK

I. INTRODUCTION

1. This Kin-Buc Wetlands Restoration and Land Management Project Statement of Work ("WLP SOW") more fully describes those actions that must be performed by Owner Settling Defendants in order to comply with Section VIII of the body of the Consent Decree ("Additional Relief"). In the event of a conflict between this WLP SOW and the body of the Consent Decree, the Consent Decree shall control. Unless otherwise expressly provided for herein, terms used in this WLP SOW, which are defined in CERCLA or in regulations promulgated under CERCLA, or in the Consent Decree shall have the meaning assigned to them therein. Unless otherwise expressly provided, the term Paragraph shall mean a portion of this WLP SOW identified by an Arabic numeral or an upper or lower case letter.

2. Owner Settling Defendants are jointly and severally obligated to attain Satisfactory Completion of each task and action (collectively, "Actions") described in this WLP SOW, subject to Section XI (Force Majeure) of the body of the Consent Decree. Owner Settling Defendants may use contractors or consultants, including the Clean Land Fund, a tax exempt not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code incorporated in Rhode Island, with principal offices currently located at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02807 ("CLF"), as their agents to implement all or a portion of the WLP.

APPENDIX E

Conservation Easements

05514-00523

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made this 30 day of December, 2004, by and between KIN-BUC, INC. having an address at c/o Transtech Industries, Inc., 200 Centennial Avenue, Piscataway, NJ 08854 (hereinafter referred to, together with its assignees, as "Grantor") and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, held in trust for the benefit of its assignee and for the purposes set forth herein (hereinafter referred to, together with its assignees, as "Grantee").

RECITALS

WHEREAS:

- A. Grantor is an owner in fee of certain lands (the "Property") designated on the Township of Edison Tax Map as Block 400, Lots 3-C in the Township of Edison, County of Middlesex, State of New Jersey.
- B. Grantee intends to accept this Easement as "grantee" in trust for a temporary period until such time as Grantee assigns this Easement to an organization, approved by the EPA, with the primary purposes of promoting and securing the protection, preservation and enhancement of ecologically significant lands, open spaces, natural resources, farmlands and areas of scenic and historical importance, and which organization has the resources to enforce the restrictions herein set forth.
- C. The Property is predominantly used for open space. The physical features, vegetation, and other characteristics of the Property have been or will be catalogued in the Baseline Documentation (defined in Paragraph 9, below) compiled in connection with the transfer of this Easement.
- D. The Property possesses significant natural, scenic, aesthetic, open-space, plant and wildlife habitat, watershed, wetland, forest, resource conservation and similar features and conservation values that are of great importance to Grantor, Grantee, and the people of the State of New Jersey and the United States, the preservation and protection of which will yield a significant public benefit.
- E. The Legislature of the State of New Jersey has declared that the retention of land for open space purposes is important to the present and future economy of the State and the welfare of the citizens of the State.
- F. Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made this 20th day of December, 2004, by and between FILCREST REALTY, INC. having an address at c/o Transtech Industries, Inc., 200 Centennial Avenue, Piscataway, NJ 08854 (hereinafter referred to, together with its assignees, as "Grantor") and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, held in trust for the benefit of its assignee and for the purposes set forth herein (hereinafter referred to, together with its assignees, as "Grantee").

RECITALS

WHEREAS:

A. Grantor is an owner in fee of certain lands (the "Property") designated on the Township of Edison Tax Map as: (1) Block 399, Lots 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107 and 108; and (2) Block 400, Lots 26, 31, 37, 43, 44, 45, 47, 49, 56, 59, 60, 61, 63, 67, 68, 70 and a portion of Lot 46 in the Township of Edison, County of Middlesex, State of New Jersey.

B. Grantee intends to accept this Easement as "grantee" in trust for a temporary period until such time as Grantee assigns this Easement to an organization, approved by the EPA, with the primary purposes of promoting and securing the protection, preservation and enhancement of ecologically significant lands, open spaces, natural resources, farmlands and areas of scenic and historical importance, and which organization has the resources to enforce the restrictions herein set forth.

C. The Property is predominantly used for open space. The physical features, vegetation, and other characteristics of the Property have been or will be catalogued in the Baseline Documentation (defined in Paragraph 9, below) compiled in connection with the transfer of this Easement.

D. The Property possesses significant natural, scenic, aesthetic, open-space, plant and wildlife habitat, watershed, wetland, forest, resource conservation and similar features and conservation values that are of great importance to Grantor, Grantee, and the people of the State of New Jersey and the United States, the preservation and protection of which will yield a significant public benefit.

E. The Legislature of the State of New Jersey has declared that the retention of land for open space purposes is important to the present and future economy of the State and the welfare of the citizens of the State.

APPENDIX F

Contract Between Clean Land Fund and Owner Settling Defendants

05514-00526

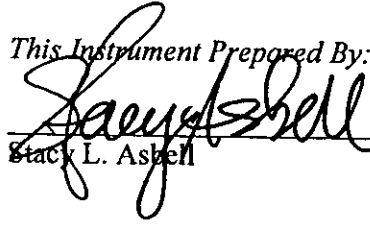
APPENDIX "F"

CLF CONTRACT

This is a Contract between **Transtech Industries, Inc. ("Transtech")**, a Delaware corporation, with its principal place of business at 200 Centennial Avenue, Piscataway, New Jersey 08854; **Filcrest Realty, Inc. ("Filcrest")**, a New Jersey corporation with its principal place of business at 200 Centennial Avenue, Piscataway, New Jersey 08854; **Kin-Buc, Inc. ("Kin-Buc")**, a New Jersey corporation with its principal place of business at 200 Centennial Avenue, Piscataway, New Jersey 08854; and **Inmar Associates, Inc. ("Inmar")**, a New Jersey corporation, with its principal place of business in Scotch Plains, New Jersey 07076, (hereafter known as "Owner Settling Defendants") and the **Clean Land Fund**, a tax exempt, not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code, incorporated in Rhode Island, with principal offices currently located at 815 Beacon Hill Road, P.O. Box 725, Block Island, Rhode Island 02807 ("CLF"). The United States is a third party beneficiary of this contract with rights to enforce this contract in all respects. The WMI Group is a limited third party beneficiary of this contract with rights to enforce its rights and entitlements embodied in paragraphs III.A.1.g., III.A.2.a., III.A.2.g., III.A.2.i-k., III.A.3.j., III.A.4.d., III.A.5.a., III.A.6., IV.A., IV.E., V.A., V.B.1., V.B.3.b., VI., and VII.

Unless otherwise expressly provided for herein, terms used in this CLF Contract which are defined in CERCLA or in regulations promulgated under CERCLA or in the body of the Consent Decree shall have the meaning assigned to them therein. Unless otherwise expressly provided, the term Paragraph shall mean a portion of this CLF Contract identified by an Arabic numeral or an upper or lower case letter.

This Instrument Prepared By:


Stacy L. Asbell

DEED

THIS DEED is made on December 30, 2004,

BETWEEN KIN-BUC, INC., a New Jersey corporation, having an address at 200 Centennial Avenue, Piscataway, New Jersey 08854, referred to as "Grantor", and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C.A. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, referred to as "Grantee". The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below ("Property") to the Grantee. This transfer is made for the sum of One Dollar (\$1.00). Grantor acknowledges receipt of this money.
2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Township of Edison, Block No. 400, Lot 3-C.
3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Edison, County of Middlesex and State of New Jersey. The legal description is:

All that certain tract or parcel of land and premises situate, lying and being in the Township of Edison, County of Middlesex and State of New Jersey, and more particularly described on the legal description attached hereto as Exhibit "A" and made a part hereof.

BEING the same property conveyed to the Grantor by Deed from _____, dated _____ and recorded in the Middlesex County Clerk's Office in Deed Book ____ at Page _____.

SUBJECT TO a right of reversion as set forth in that certain unrecorded CLF Contract,

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made this 30 day of December, 2004, by and between KIN-BUC, INC. having an address at c/o Transtech Industries, Inc., 200 Centennial Avenue, Piscataway, NJ 08854 (hereinafter referred to, together with its assignees, as "Grantor") and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, held in trust for the benefit of its assignee and for the purposes set forth herein (hereinafter referred to, together with its assignees, as "Grantee").

RECITALS

WHEREAS:

- A. Grantor is an owner in fee of certain lands (the "Property") designated on the Township of Edison Tax Map as Block 400, Lots 3-C in the Township of Edison, County of Middlesex, State of New Jersey.
- B. Grantee intends to accept this Easement as "grantee" in trust for a temporary period until such time as Grantee assigns this Easement to an organization, approved by the EPA, with the primary purposes of promoting and securing the protection, preservation and enhancement of ecologically significant lands, open spaces, natural resources, farmlands and areas of scenic and historical importance, and which organization has the resources to enforce the restrictions herein set forth.
- C. The Property is predominantly used for open space. The physical features, vegetation, and other characteristics of the Property have been or will be catalogued in the Baseline Documentation (defined in Paragraph 9, below) compiled in connection with the transfer of this Easement.
- D. The Property possesses significant natural, scenic, aesthetic, open-space, plant and wildlife habitat, watershed, wetland, forest, resource conservation and similar features and conservation values that are of great importance to Grantor, Grantee, and the people of the State of New Jersey and the United States, the preservation and protection of which will yield a significant public benefit.
- E. The Legislature of the State of New Jersey has declared that the retention of land for open space purposes is important to the present and future economy of the State and the welfare of the citizens of the State.
- F. Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.